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OLL 84-1328

9 April 1984

MEMORANDUM FOR: Peter Sullivan
John Elliff
Ed Levine

STAT FROM:
Chief, Legislation Division
Office of Legislative Liaison

SUBJECT: Delegation of GSA Authorities Provision
in the Draft Fiscal Year 1985 Intelligence
Authorization Bill

1. Enclosed are the materials which you requested during our meeting on 4 April concerning section 502 of the Fiscal Year 1985 Intelligence Authorization Bill addressing the Central Intelligence Agency's (CIA) performance of certain security related duties.

2. Enclosed at Tab A is the explanation prepared by the CIA Office of Security on the need for the Agency to assume this guard force function from GSA. This material includes both a short unclassified explanation and a more detailed classified justification. Enclosed at Tab B is a cost estimate prepared by the Office of Security which provides the approximate cost savings which the Agency will enjoy once this transfer of functions is fully implemented. Enclosed at Tab C is an exact description of each of the specific authorities which Agency officials will exercise following this delegation from GSA. The material at Tab C has been prepared by the Office of General Counsel and also contains a redraft of the actual provision itself which tracks the language contained in the 1980 charter legislation. As you will recall, the charter provision essentially repeats verbatim the actual authorities contained in section 318 of title 40. We would have no objection to this revised provision being substituted for the language presently contained in section 502. Attached at Tab D is the Memorandum of Understanding reached with GSA which provides for the delegation of this protective security function to CIA.

3. Do not hesitate to contact me if I may be of further assistance on this matter.

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Enclosures

THIS MEMORANDUM IS UNCLASSIFIED WHEN SEPARATED FROM ATTACHMENTS

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SWH: csh (9 April 1984)

CIA SECURITY PROTECTIVE FORCE

Resource limitations and the difficulties associated with recruiting suitable candidates have made it impossible for the General Services Administration to properly staff their guard complements at Agency facilities.

In our view, the steps now underway to authorize a CIA Security Protective Force will provide the degree of protection necessary for Agency personnel and facilities.

CONFIDENTIAL**SUBJECT: CIA Security Protective Force**

1. The Central Intelligence Agency (CIA) needs to create its own security protective force to assure a safe level of protection for CIA-occupied facilities and persons thereon. The General Services Administration has continuously experienced recruiting and staffing difficulties since 1962, when GSA began providing Federal protection for the CIA Headquarters compound. These difficulties became especially acute in June 1980 when the Federal Protective Officer vacancy rate began to show a steady increase. The vacancy rate at the Headquarters compound alone rose to 38 percent during late Fall 1983. The vacancy rate was actually 43 percent when other officers unavailable for duty were considered.

2. In August 1982, the CIA Office of Security committed unlimited resources toward expediting clearance processing for Federal Protective Officer applicants.

3. Of the above applicants processed, 22 did not show for polygraph examinations and 144 were security disapproved. Between July and October, when the vacancy rate was highest, GSA submitted only five additional applications to CIA for security processing.

4. GSA has compensated for the high Federal Protective Officer vacancy rate through an overtime program which has amounted to over 3,000 hours each pay period from late 1983 to date. The side effect of this program has been a sharp decline in the performance level of the many Federal Protective Officers who work excessive overtime. At the Headquarters

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compound alone, more than 50 percent of the available officers have worked more than 40 hours of overtime per pay period since Fall 1983. On an average, the Headquarters compound had from [] officers working up to 80 hours of overtime during any given regular pay period.

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5. During the last several years, the Office of Security has suggested many changes to GSA, i.e., raising Federal Protective Officer pay levels to make the Federal Protective Officer assignment to CIA more attractive. GSA conditions have not improved for the Federal Protective Officers, and it now appears likely that the CIA Federal Protective Officer vacancy rate will never decrease. It is also not likely that the vacancy rate problem can otherwise be solved by the Federal Protective Service, i.e., through transfers, since most of the Federal Protective Officers assigned elsewhere in the metropolitan area have previously been security disapproved by CIA.

6. CIA has also considered contracting for security protection, but past experience with poor performance levels and a lack of operational control have ruled out this alternative.

7. These serious problems with the GSA Federal Protective Service come at a time when the Agency has been directly threatened several times by terrorists. The general Agency population is well aware of the standards for a safe level of protection. This standard is not being met by GSA, and there is little likelihood that it will be met in the future. Therefore, it is clearly time that CIA take charge of security protection for its personnel and the facilities they occupy.

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Memorandum of Agreement
Between the General Services Administration
and the Central Intelligence Agency

1. Purpose:

The purpose of this Memorandum of Agreement (MOA) is to provide for the transfer of certain property, services, and operational responsibilities.

2. Authorities:

A. With respect to GSA: The Reorganization Plan No. 18 of 1950; the Federal Property and Administrative Services Act of 1949, (40 U.S.C. 471), et seq.; the 1972 Standard Level User Charge (SLUC) amendments thereto, (40 U.S.C. 490); and the Public Buildings Act of 1959, (40 U.S.C. 601, et seq.).

B. With respect to CIA: Public Law No. 84-161; Public Law No. 84-219; Public Law No. 84-814; Section 102(d)(3) of the National Security Act of 1947, as amended (50 U.S.C. 403); Section 5 and Section 8 of the CIA Act of 1949, as amended (50 U.S.C. 403 f and 403 j); Section 1.8(h) and Section 1.8(i) of Executive Order 12333.

C. To the extent that this MOA requires the delegation of responsibilities and authorities to the Director of Central Intelligence by the Administrator of General Services, this document constitutes such a delegation. Implementation of this document will be effected, in whole or in part, as details are mutually agreed upon. Such implementing details will be coordinated expeditiously between CIA and GSA.

3. Operational Functions:

A. GSA and CIA agree that CIA will operate and maintain all buildings/facilities (including the power plant, utility distribution systems/centers, and the planned new building) located within the CIA Headquarters complex. This includes interior and exterior building systems, equipment, cleaning, maintenance, and preventive maintenance of all buildings and grounds.

B. Repairs and Alterations: GSA and CIA agree that CIA will perform necessary services required to accomplish repair and alteration work and CIA will budget for same. GSA will be consulted regarding individual work orders in excess of \$500,000. GSA may be requested to make repairs, alterations, or improvements on a reimbursable basis.

C. With appropriate notification by CIA, major capital improvements will be budgeted for by GSA. CIA may also budget for certain critical capital improvement items when operations may be impaired. Emergency repairs of capital items over \$500,000 will be the responsibility of GSA.

D. Protection: GSA and CIA agree that CIA may protect all buildings, grounds and properties which it occupies, including the CIA Headquarters complex, and may protect the persons thereon. CIA may acquire protective services by contract or otherwise. CIA is delegated the authority to appoint special policemen as described in 40 U.S.C. 318, to the extent that CIA is authorized to accept such a delegation under law.

4. Resources:

A. GSA will transfer 237 direct and reimbursable positions currently designated for Federal Protection Officers (FPO) to CIA. These positions will be transferred to CIA as follows: 100 by September 30, 1984, 100 by September 30 1985, and the remainder by September 30, 1986.

B. In addition to the positions designated for FPO's as mentioned above, GSA will transfer to CIA 171 direct positions currently designated for the maintenance and operation involved with the CIA Headquarters complex.

C. All vacant positions for FPO's, mechanical, and custodial employees will be transferred to CIA immediately following the signing of this Memorandum of Agreement. GSA personnel currently encumbering the above mentioned positions may be selected for employment by CIA or be hired by CIA contractors involved in these endeavors. GSA personnel who elect to remain with GSA will not be assigned to CIA buildings but will be reassigned by GSA. The positions and resources pertaining to subparagraph 4B above will be transferred to CIA when those employees are no longer surplus to GSA.

D. CIA will also receive from GSA all records, tools, equipment, property and spare parts used for the maintenance and operation of facilities within the CIA Headquarters complex. GSA will provide a preventive maintenance program schedule and training as required to assist CIA in meeting its operational needs.

5. Assumption of Responsibilities:

Aside from the takeover of the physical security responsibilities discussed above, CIA will assume responsibility for the maintenance and operation of facilities within the CIA Headquarters complex on a phased basis commencing fiscal year 1985. All responsibility will be shifted from GSA to CIA by September 30, 1985.

6. Adjustment to the Standard Level User Charge (SLUC):

SLUC to be paid for the CIA Headquarters facility will be adjusted annually to reflect the value of space furnished and shall not include that portion of SLUC allocated to services, unless said services are performed by GSA at CIA's request.

7. GSA Review:

Consistent with the authorities cited in paragraph 2, GSA may exercise such oversight as it is empowered to do under law. A prescribed reporting format will be developed by CIA and GSA in order that the CIA may report, as jointly agreed upon, certain types of operating and administrative costs to GSA.

8. General:

Retention of CIA buildings in the GSA inventory will in no way prejudice CIA's claim to ownership of these buildings. Nothing in this agreement affects existing delegations and authorities held by CIA. Any subsequent changes to this Memorandum of Agreement must be agreed upon by both agencies.

The parties hereto have executed this Memorandum of Agreement in two original counterparts as of 6 February 1984.

By: 

Administrator of General Services

By: 
ACTING

Director of Central Intelligence

CENTRAL INTELLIGENCE AGENCY
WASHINGTON, D.C. 20505

OLL 84-1328/1
6 April 1984

Note To: Steve Berry
Permanent Select Committee on Intelligence

From:
Chief, Legislation Division

Subject: Delegation of GSA Authorities

Pursuant to our telephone conversation yesterday, please find enclosed the cost estimates prepared by the Office of Security which provide the approximate cost savings which the Agency should enjoy following the transfer of the guard force function from GSA to the Agency.

These cost figures also have been provided to Jim Bush and Marty Faga.

Enclosure

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SMH:csh (6 April 1984)

CENTRAL INTELLIGENCE AGENCY
WASHINGTON, D.C. 20505

6 April 1984

Note To: James O. Bush
Permanent Select Committee on Intelligence

From:
Office of Legislative Liaison

Subject: Delegation of GSA Authorities

At Steve Berry's request, I am providing the enclosed cost figures prepared by the Office of Security which estimate the approximate savings that the Agency will enjoy once the transfer of the guard force function from GSA to the Agency is accomplished.

I will be happy to answer any questions you may have on this matter.

Enclosure



CENTRAL INTELLIGENCE AGENCY
WASHINGTON, D.C. 20505

6 April 1984

Note To: Martin C. Faga
Permanent Select Committee on Intelligence

From:
Office of Legislative Liaison

Subject: Delegation of GSA Authorities

At Steve Berry's request, I am providing the enclosed cost figures prepared by the Office of Security which estimate the approximate savings that the Agency will enjoy once the transfer of the guard force function from GSA to the Agency is accomplished.

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Approved For Release 2008/09/15 : CIA-RDP86B00338R000200180006-7

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